

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 52			
2. CONTRACT NO.		3. SOLICITATION NO. W81XWH-11-R-0803		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 04 Feb 2011		6. REQUISITION/PURCHASE NO. W74MYF0195N679			
7. ISSUED BY USA MED RESEARCH ACQ ACTIVITY 820 CHANDLER ST FORT DETRICK MD 21702-5014				CODE W81XWH		8. ADDRESS OFFER TO (If other than Item 7) See Item 7					
TEL: FAX:						TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>12:00 PM</u> local time <u>04 Mar 2011</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME MICHAEL VALLONE		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301-619-7146		C. E-MAIL ADDRESS michael.vallone@us.army.mil					
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)				15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Statistical Modeling Base Year FFP Develop suitable Models in Epidemiology See Performance Work Statement (PWS) FOB: Destination MILSTRIP: W74MYF0195N679 PURCHASE REQUEST NUMBER: W74MYF0195N679	1	Lot		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel Base Year COST FOB: Destination		Dollars, U.S.		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CMR Base Year FFP Price associated with the input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" paragraph in the PWS for this requirement of specific reporting information.	1	Each		
	FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Statistical Modeling Option Year 1 FFP Develop suitable Models in Epidemiology See Performance Work Statement (PWS)	1	Lot		
	FOB: Destination MILSTRIP: W74MYF0195N679				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002			Dollars, U.S.		

OPTION	Travel Option Year 1 COST				
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FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		1	Each		

OPTION	CMR Option Year 1 FFP Price associated with the input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the “Contractor Manpower Reporting” paragraph in the PWS for this requirement of specific reporting information.				
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FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Lot		
OPTION	Statistical Modeling Option Year 2 FFP Develop suitable Models in Epidemiology				
	See Performance Work Statement (PWS)				
	FOB: Destination MILSTRIP: W74MYF0195N679				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002			Dollars, U.S.		
OPTION	Travel Option Year 2 COST				
	FOB: Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	CMR Option Year 2 FFP Price associated with the input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" paragraph in the PWS for this requirement of specific reporting information.	1	Each		

FOB: Destination

NET AMT

PWS

**Walter Reed Army Institute of
Research Division of Preventive
Medicine**

PERFORMANCE WORK STATEMENT (PWS)

1.0

INTRODUCTION

N 1.1

Organization.

1.1.1 Identification. Walter Reed Army Institute of Research (WRAIR), Division of Preventive Medicine, Bldg. 503, Silver Spring, MD 20910.

1.1.2 Mission. The Division of Preventive Medicine (PM) is responsible for developing and maintaining computer applications, managing the enterprise network, providing telecommunication services and help desk support for the WRAIR's research and administrative staffs.

1.2 Background. Epidemiological statistics are highly regarded in evidence-based medicine for identification of risk factors of disease and determination of optimal treatment approaches in clinical practice. Many investigations depend upon statistical analysis in order to accurately draw conclusions. Because, many epidemiological studies require human subjects and have attendant practical and ethical constraints, biased conclusions occur often. In the literature, many studies emphasize identifying the types of biases and the effects of bias, but few studies develop a model to correct for these biases due to their complexity. The primary goal of this research project is to develop a modern analysis, which uses all available information about the structure of data, and leads to unbiased, least-dispersed estimation methods for some commonly used models in epidemiology. The secondary aim of this project is to apply this new approach of bias correction for other models.

1.3 Objective. WRAIR is seeking an independent contractor to develop new approaches for bias correction in epidemiology statistical modeling. The contractor will develop theory and models that adjust for the bias from confounding to help investigators accurately identify disease predictors. The contractor will study the approaches to adjust for information bias and study the influence of selection bias. The overall goal of this project is to develop suitable statistical models with applicable algorithm or software for investigators who use longitudinal data.

2.0 TECHNICAL REQUIREMENTS

2.1 Scope of Work. The contractor will study and develop approaches that estimate and correct confounding bias. The contractor will also study approaches to enable data sets with missing values to be treated more efficiently, and to improve the accuracy of statistical conclusions drawn from such data. Except for the suggestions of avoiding selection bias and information bias in the data collection steps, the contractor will work on developing bias corrected modeling,

2.2 Personnel. The Government estimates that it will take one Full Time Equivalent to meet and fulfill this requirement. The Government requires that the contractor who fills this position have a PhD in statistics, or at a minimum have passed the comprehensive PhD exam and started to work on their PhD dissertation in bias correction modeling. Individuals must be able to effectively and clearly speak, write and communicate in English. Sample resumes of potential candidates are required upon submission of the vendor's proposal and actual resumes of candidates from the successful offer will be submitted and approved by the Contracting Officer's Representative prior to the start of the contract.

2.3 Deliverables. Deliverables must meet professional standards. Three reports are needed: **1.** Research Process Report. **2.** Technical Report for the research fellows or Walter Reed Army Institute of Research; **3.** Manuscripts for a peer-reviewed journal. The writing should be clear and concise; and every paragraph has a clear topic sentence and the paragraph content supports the topic. The writing should present data and/or ideas with details that allow readers to evaluate the validity of the results and conclusions based only on the facts presented. Readers should be able to easily follow both the methods used to generate the data in a primary research paper and the chain of logic used to draw conclusions from the data.

2.3.1 Process Reports. The contractor shall provide interim written reports of proposed activities once per month.

2.3.2 Technical Documentation. The contractor shall develop detailed technical documentation for each research topic. The document shall include all details, such as background, proposed idea, data and method, results, conclusion, discussion and future research that are useful for a broad audience to understand the findings and conclusions.

2.3.3 Manuscript. The manuscript should follow the directions of the target peer-reviewed journal.

2.3.4 Criteria for Acceptance. All reports are of scientific writing: precision, clarity and objectivity are the basic standards. The manuscript should be acceptable by a peer-reviewed journal.

3.0 QUALITY CONTROL

3.1 The contractor shall establish and maintain a Quality Control Plan. One copy of the contractor's Quality Control Plan shall be provided to the Contracting Officer's Representative within 30 days after the start of the contract.

3.2. The Quality Control Plan shall describe the methods for monitoring and controlling the level of performance of the contractor in accordance with the terms and conditions in the contract.

3.3. Quality Assurance. The Contracting Officer's Representative will monitor the Contractor's performance under this contract using the quality assessment and improvement procedures established by the WRAIR Quality Assurance Surveillance Plan (QASP).

4.0 GOVERNMENT FURNISHED PROPERTY AND EQUIPMENT

The Government will provide standard office equipment and a work space to include a telephone, computer, and all required office supplies and materials needed for this contract.

5.0 PLACE OF PERFORMANCE. Work will be performed at the Walter Reed Army Institute of Research, Building 503, Silver Spring, MD 20910-7500. The contractor will provide coverage at the specified government site between the hours of 07:45AM — 04:30PM. Most employees will work during regular business hours from 07:45AM — 04:30PM Monday through Friday, but coverage requirements will necessitate shifting of some employee's work periods. The contractor must obtain authorization from the COR, or the alternate COR, prior to working extended hours or varying from the proposed work location or hours. Telecommuting may be authorized per mission requirements as a benefit to the government due to extraneous circumstances.

6.0 TRAVEL

All travel must have prior approval from the COR. All travel shall be reimbursed in accordance with the Joint Travel Regulations under the Other Direct Costs CLIN. Local travel is defined as the Washington DC/Baltimore, MD/Frederick, MD areas. The Washington DC Metropolitan area is the District of Columbia, Prince Georges and Montgomery counties in Maryland, the cities of Alexandria and Falls Church, and the counties of Arlington, Fairfax, and Loudoun in Virginia. The Contractor shall provide a detail of travel expenses to include toll and parking fees, with receipts attached to submission. Travel from place of residence to assigned work space is not a reimbursable cost. The COR will determine if travel expenses are applicable to the PWS and are authorized reimbursable costs. The contractor will attend non-local professional conference once per year with a prior approval from the COR.

QASP

QUALITY ASSURANCE SURVEILLANCE PLAN

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the COR will use to evaluating the technical performance of the contractor.

2.0 PURPOSE

The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards identified in the PWS.

This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

This QASP is part of the contract. WRAIR retains the right to change the surveillance methods and Quality Assurance (QA) procedures, or to increase or decrease the degree of surveillance efforts at any time in order to meet the needs of the Government and assure contract compliance. Revisions to this surveillance plan are the responsibility of the Contracting Officer's Representative (COR). Changes may be made by the Government in the form of a unilateral modification and submitted to the contractor.

3.0 PERFORMANCE STRATEGY

The contractor's internal quality control program (QCP) will set forth the staffing and procedures for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor will utilize its internal quality control program to assess and report their performance to the designated Government representative. The Government representative will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

4.0 ROLES AND RESPONSIBILITIES

The Contracting Officer Representative (COR) is responsible for monitoring contract compliance, contract administration and cost control. The COR is responsible for monitoring, assessing, and communicating the technical performance of the contractor and assisting the contractor. The COR will have the responsibility for completing QA monitoring form (refer to Appendix A) used to document the inspection and evaluation of the contractor's work performance. Government surveillance may occur under the Inspection of Services clause for any service relating to the contract.

5.0 QUALITY ASSURANCE REPORTING

The performance management feedback loop begins with the communication of expected outcomes. Performance standards are expressed in the PWS and measured by the required performance metrics in Attachment 1.

6.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

The Government shall use the observation methods cited to determine whether the Acceptable Quality Levels have been met. The COR may require the contractor's program manager, or a designated alternate, to meet with the COR and other Government personnel as deemed necessary to discuss performance evaluation. The agenda of the reviews may discuss:

- Issues and concerns of both parties
- Projected outlook for upcoming months and progress
- Recommendations made by the COR based on contractor information
- Issues arising from independent reviews and inspections

In addition to QA monitoring, the COR will use the information contained in the contractor's monthly report to assess the contractor's level of performance for each objective measured in this QASP (detailed in Attachment. I). The COR must coordinate and communicate with the contractor to resolve issues and concerns of marginal or unacceptable performance.

The COR and contractor should jointly formulate tactical and Long-term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the COR.

7.0. FAILURE TO PERFORM

The contractor may receive deductions or even termination based on failure to perform. The following criteria apply for determining appropriate action:

1. Notifications. Consistent with FAR Part 49, the COR shall notify the service provider of failure to meet standards through QA monitoring forms, cure notices, or show cause notices and shall inform the service provider project manager or designated alternate of such notices.
2. Termination. If the CO determines that the contractor has failed to perform to the extent that a termination for default is justified, the COR shall issue a notice of termination, consistent with FAR Part 49.

APPENDIX A: Quality Assurance Surveillance Plan (QASP)			
Performance Objectives	Standard	Performance Threshold	Method of Surveillance
#1. Reports	The contractor shall provide interim reports of proposed activities once per month.	Outlines of the major activities should be clear. Achievements and difficulties are stated clearly.	100% Inspection
#2 Technical Documentation	The contractor shall develop detailed technical documentation for each research topic quarterly. The document shall include all details, such as background, proposed idea, data and method, results, conclusion, discussion and future research that are useful for a broad audience to understand the findings and conclusions.	The writing should be clear and concise; and every paragraph has a clear topic sentence and that the paragraph content supports the topic. The conclusions are based only on the facts presented.	100% Inspection

#3 Manuscript	Theoretical and or applicable novel approaches in bias correction shall be achieved. The manuscript for statistical journal shall be developed with own contribution in statistics. Two or three manuscripts should be published or accepted in peer-reviewed journals within three years	Acceptable by a peer-reviewed journal. The contribution of the contractor should be clear and concise.	100% inspection
#4 The investigator shall apply the new approaches in variety of statistical models used in epidemiology.	The new approach shall be applicable by investigators in epidemiology. The advantage and disadvantage of the developed theory or method shall be compared with the methods currently used.	New approaches shall be applicable with advantages in statistical application.	100% inspection
# 5 Minor statistical consulting and data analysis in the Division of Preventive Medicine	The contractor shall be able to offer statistical consulting and data analysis occasionally within division, if needed and approved by COR or alternative COR.	Understand the hypothesis and set the correct model according the data structure and the hypothesis test.	100% inspection

ADDITIONAL DOCUMENTATION

Winning bidder will be required to provide the following documents prior to award:

- 1) Certificate of Environmental Compliance
- 2) Facility Safety Plan Approval
- 3) Principal Investigator Assurance
- 4) Record of Environmental Consideration

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-MAR-2011 TO 14-MAR-2012	N/A	WALTER REED ARMY INSTITUTE OF RESEARCH ROBERT GRANT AVENUE BLDG 503 SILVER SPRING MD 20910-7500 FOB: Destination	W74MYF
0002	POP 15-MAR-2011 TO 14-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W74MYF
0003	N/A	N/A	N/A	N/A
1001	POP 15-MAR-2012 TO 14-MAR-2013	N/A	WALTER REED ARMY INSTITUTE OF RESEARCH ROBERT GRANT AVENUE BLDG 503 SILVER SPRING MD 20910-7500 FOB: Destination	W74MYF
1002	POP 15-MAR-2012 TO 14-MAR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W74MYF
1003	N/A	N/A	N/A	N/A
2001	POP 15-MAR-2013 TO 14-MAR-2014	N/A	WALTER REED ARMY INSTITUTE OF RESEARCH ROBERT GRANT AVENUE BLDG 503 SILVER SPRING MD 20910-7500 FOB: Destination	W74MYF
2002	POP 15-MAR-2013 TO 14-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W74MYF
2003	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

**CONTRACTOR MANPOWER REPORTING (CMR) - (ACCOUNTING FOR CONTRACT SERVICES)
(OCT 2007) (USAMRAA)**

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including sub-contractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil>. The required information includes: (1) Contract Number; (2) Delivery Order Number (If applicable); (3) Task Order Number (If applicable); (4) Requiring Activity Unit Identification Code (UIC); (5) Command; (6) Contractor Contact Information; (7) Federal Service Code (FSC); (8) Direct Labor Hours; (9) Direct Labor Dollars; and, (10) Location. In the event the Contracting Officer's Representative (COR)/Contracting Officer's Technical Representative (COTR) has not entered their data requirements first, the contractor must also enter the COR/COTR required data with the exception of fund cite, obligations, and disbursement data. The CMRA help desk number is 703-377-6199 for any technical questions. As part of its quote or offer, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. The reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)**

(a) Definitions. As used in this clause--

- (1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment

request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

FACILITY SAFETY PLAN STATUS REPORT (DEC 2006) (USAMRAA)

1. A Facility Safety Plan Status Report must be submitted annually starting no later than 1 year after obtaining the initial approval of the institution's Facility Safety Plan. In the event that the Principal Investigator changes during the performance under this contract, the new Principal Investigator shall complete the "Newly Appointed Principal Investigator Assurance" form (see paragraph 3).

2. As a part of the annual Facility Safety Plan Status Report, the Facility Safety Director/Manager must provide the following: A brief description of any parts of the Facility Safety Plan that may have changed during the past 12 months. (Additional pages may be attached.)

During the past 12 months:

1. Have any change(s) in Research Operation Safety Procedure(s) been made?

Yes _____ No _____

If yes, briefly describe:

2. Have any modifications to the facility, equipment, and description (e.g., new equipment purchased, hood ventilation certification) been made?

Yes _____ No _____

If yes, briefly describe:

3. Hazard Analysis: Have any new hazards been identified for any of the awards supported by the USAMRMC?

Yes _____ No _____

If yes, provide a hazard analysis for each new hazard.

4. Radioactive Materials: Have any significant change(s) occurred in the use of the radioactive materials?

Yes _____ No _____

If yes, briefly describe:

- a. Are there any additional radioactive materials in use?

Yes _____ No _____

If yes, list additional material(s).

- b. Is the radioactive material licensure current?

Yes _____ No _____

If no, please explain.

I certify that all of the above elements are true and correct to the best of my knowledge, and I assure that this institution provides a safe environment for its employees working in research laboratories in accordance with Federal, State, and local government regulations. This safety office provides employee safety training and periodic laboratory inspections in an effort to minimize, eliminate, or control potential hazards to the employees and the public.

I understand that the Safety Office, USAMRMC, may conduct periodic site visits in order to ensure the indicated elements are in compliance with regulatory requirements.

Name of the Institution: _____

Name of Safety Director/Manager: _____

Signature: _____ Date: _____
Safety Director/Manager

E-mail Address: _____

Phone Number: _____

Fax Number: _____

Facility Safety Plan approved by USAMRMC Safety Office: _____ Date _____

3. Newly Appointed Principal Investigator Assurance

_____ I assure that I have coordinated with the Facility Safety Director/Manager in the research, and have discussed with him/her all aspects of the research-related specific safety issues, and will help him/her prepare the annual Facility Safety Plan Status Report.

_____ I assure that I will comply with my institution's safety program and its requirements.

_____ I understand that I am directly responsible for all aspects of safety and occupational health specific to my research protocol.

_____ I assure that I will report to the Facility Safety Director/Manager any changes in the safety or occupational health practices due to changes in my originally planned research.

_____ I assure that hazards associated with my research have been identified, eliminated and/or controlled.

_____ I assure that all safety requirements are in compliance with 32 CFR 626 and 627, "Biological Defense Safety Program and Biological Defense Safety Program, Technical Safety Requirements" (if applicable).

Name of Principal Investigator (print)

Signature

Date

Mailing Address: _____

Street

City

State

Zip Code

Phone Number: _____

Fax: _____

E-mail Address: _____

SAFETY PROGRAM PLAN (DEC 2006) (USAMRAA)

1. Introduction

This provision contains a description of the requirements, forms, approvals, and assurances relating to safety in the research environment. To ease the burden of submitting general institution safety program information with each proposal, the USAMRMC has developed a Facility Safety Plan program. If you have any questions concerning this provision please contact Ms. Cavelle Williams of the USAMRMC Safety Office at 301-619-6035 or email at mrmc-zc-sse.usamrmc@amedd.army.mil.

A Facility Safety Plan is a 2-10 page document that summarizes the institution's safety program. **Approval of the Facility Safety Plan is granted on an institution basis rather than on a proposal basis.** The Facility Safety Plan shall be institution-based, consist of six parts as outlined the Facility Safety Plan, paragraph 2 of this provision, and be prepared by the Facility Safety Director/Manager of the institution. Each institution is required to submit only

one **Facility Safety Plan**. An institution with multiple research sites, subcontractor, or a consortium must submit a separate Facility Safety Plan for each research site. The Facility Safety Plan submission for each site will include signed assurances from both the Facility Safety Manager and Principal Investigator Assurance (paragraph 2 of this provision).

Facility Safety Plan approvals are granted for a 5-year period with annual updates required (See also clause entitled "**Facility Safety Plan Status Report**" in Section "F"). To determine if your organization has an approved Facility Safety Plan, check our website listing at: <https://mrmc.detrack.army.mil/rodsodhfsplan.asp>

a. If your organization's name **appears** on this Institutional Facility Safety Plan listing and approval of the Facility Safety Plan has not expired, then your institution's Facility Safety Plan need not be sent with the proposal submittal.

b. If either your organization's name **does not appear** on this Institutional Facility Safety Plan listing or the approval of your institution's Facility Safety Plan has expired, your Facility Safety Manager/Director must provide the U.S. Army Medical Research and Materiel Command's (USAMRMC's) Safety Office with a Facility Safety Plan and a signed assurance, as outlined below (part 2 of this provision).

2. Facility Safety Plan (Institution-Based)

The Facility Safety Director/Manager must provide information from the institutional perspective, as appropriate, for each of the six parts listed below. **This Facility Safety Plan should not reference the specific proposal.** A list of the first five components with a brief description of each is acceptable. **Do not send** institution safety manuals, although they may be referenced in your submission (a web site address is also acceptable). **Do not label** "Not Applicable" or "N/A". Each element shown below of the Facility Safety Plan should be addressed by providing a statement as it applies to your institution as a whole. **Example:** (see Radioactive Materials, part c) If your institution does not use Radioactive Materials and does not have a copy of the Nuclear Regulatory Commission (NRC), state-approved license, or the equivalent in cases of institutions outside the continental US then provide a statement to that effect.

a. Research Operations/Standard Operating Procedures (SOPs)

Provide a brief description of the safety procedures relating to the medical research operation of the facility. These should include (a) a description of any special skills, training, and SOPs that assure safe research operations (Bio-Safety Committee, Radiation Committee, HAZCOM, Blood-borne Pathogens, Chemical Hygiene Plan, etc.) and (b) a description of medical surveillance and support.

b. Facility Equipment and Description (Related to the Research Environment)

Provide (a) a description of the facility; (b) a description of personal protective equipment used within the facility; and a list of specialized safety equipment such as bio-safety cabinets, hoods, exhausts, and ventilation systems.

c. Radioactive Materials

Provide a current copy of the Nuclear Regulatory Commission or state-approved license.

d. Hazard Analysis (Related to the Research Environment)

Provide a description of each hazard identified, the hazard analysis performed based on maximum credible event and the plan to minimize or eliminate each hazard and control risk to laboratory personnel.

e. Biological Defense Research Program Requirements

(Only applicable to the Biological Defense Research Program funded awards)

For those institutions where Principal Investigators are supported by the USAMRMC and are conducting research with Bio-safety Levels 3 and 4 material, a Facility Safety Plan must be prepared in accordance with 32 Code of Federal Regulations (CFR) 626.18. See

the following URL: http://www.access.gpo.gov/nara/cfr/waisidx_99/32cfr626_99.html
for a copy of the 32 CFR 626.18, Biological Defense Safety Program.

f. Facility Safety Director/Manager Assurance

The Facility Safety Director/Manager must provide the following signed assurance:

Facility Safety Director/Manager Assurance

_____ I assure that this institution has an existing institutional safety and occupational health program that meets appropriate Federal, State, and local regulations as required by law, as well as the National Institute of Health Guidelines for Research Involving DNA Molecules, dated Jan 2001

_____ I assure that all hazards associated with the research laboratories have been identified, eliminated, and/or controlled in such a manner as to provide for a safe research laboratory environment.

_____ I accept full responsibility for submitting the annual **Facility Safety Plan Status Report** including significant changes in facility, safety equipment, and safety procedures by fax to 301-619-6627, by e-mail to mrmc-zc-sse.usamrmc@amedd.army.mil, by mail to Commanding General, US Army Medical Research and Materiel Command, ATTN: MCMR-ZC-SSE, 504 Scott Street, Fort Detrick, MD 21702-5012.

_____ I assure that I have consulted with all current PI's holding USAMRMC awards concerning this institution's safety policies and procedures and will consult with all future PI's holding USAMRMC awards concerning this institution's safety policies and procedures.

Use of etiologic agents as defined in 32 CFR 626? _____ **YES** _____ **NO**
"Etiologic agent = a viable microorganism, or its toxin which causes or may cause human disease, and includes those agents listed in 42 CFR 72.3 of the Dept of HHS regulations, AND any material of biological origin that poses a degree of hazard similar to those organisms.

Name of Institution's Safety Director/Manager (print)

Signature

Date

Mailing Address: _____
Street

City State Zip Code

Phone Number: _____

Fax: _____

E-mail Address: _____

Web Site: _____

Principal Investigator Assurance

_____ I assure that I have involved the Facility Safety Director/Manager in the planning of this research proposal, discussed with him/her all aspects of the proposal that relate to occupational health and safety, and will help him/her prepare the annual Facility Safety Plan Status Report.

(2) Discussion of proprietary information only among contractor's employees whose duties and responsibilities require knowledge of that information; and,

(3) Elimination of proprietary information in open publications by the contractor and its personnel.

c. The contractor shall require all personnel who receive proprietary information to execute the statement in paragraph d below when this contract becomes effective or when first employed (if employed after the contract becomes effective). All statements executed pursuant to this paragraph shall be forwarded to the U.S. Army Medical Research Acquisition Activity when this contract terminates, when the employment ends, or upon request of the Contracting Officer.

d. The following statement shall be executed pursuant to paragraph c above:

I hereby acknowledge that I have been informed that my duties may require that I have access to proprietary information. I understand this proprietary information which I will receive includes, but is not limited to, properties, formulae, structures, protocols, manufacturing processes, and test results.

I agree that I will neither appropriate nor disclose nor make unauthorized use of proprietary information both during and after my employment. I further agree that I will neither include nor draw upon proprietary information received under this contract in open publication. This agreement is executed with the intention that collaborating partners of the United States Government who have submitted information to the Government under non-disclosure obligations shall be third party beneficiary hereunder, and shall have the right to enforce the obligations undertaken herein.

Name:

Date:

e. The contractor shall insert the substance of paragraphs a through d above in each subcontract hereunder. Compliance with the provisions of this clause shall be the responsibility of the contractor.

PRINCIPAL INVESTIGATOR (DEC 2006) (USAMRAA)

The Principal Investigator for this contract is _____. This individual shall be continuously responsible for the conduct of the research project. The contractor shall obtain the Contracting Officer's approval to change the Principal Investigator or to continue the research work during a continuous period in excess of three months without the participation of an approved Principal Investigator. This contract is based on the Principal Investigator devoting _____ of effort to the project over the term of the contract. The contractor shall advise the Contracting Officer if the Principal Investigator will, or plans to, revise the level of effort estimated in the contractor's proposal. A curriculum vitae shall be provided for professional associates added to the research project or substituted during the course of work.

GOOD LABORATORY PRACTICES (DEC 2006) (USAMRAA)

The conduct of studies on investigational new drugs or devices shall comply with the GOOD LABORATORY PRACTICE (GLP) FOR NONCLINICAL LABORATORY STUDIES regulations 21 CFR 58. The contractor shall notify the Administrative Contracting Officer by telephone immediately upon announcement by a representative of the Food and Drug Administration (FDA) of an inspection of studies performed under this contract. In addition to the FDA representative, the Contracting Officer's Representative (COR) shall have access to the contractor's records and specimens. With reference to paragraph 58.195(h) of the GLP regulations, the contractor shall notify the COR

in writing in addition to the FDA, should the contractor go out of business and/or transfer the records during the periods prescribed in paragraph 58.195. On expiration or termination of the contract, the contractor shall notify the COR of any remaining unused test articles.

CURRENT GOOD MANUFACTURING PRACTICES (DEC 2006) (USAMRAA)

The drug or biological drug products required by this contract shall be developed and produced in compliance with the CURRENT GOOD MANUFACTURING PRACTICE (CGMP) FOR FINISHED PHARMACEUTICALS regulations for parenteral products, 21 CFR, Part 211. Results of routine FDA inspections for licensed facilities as recorded on Form FDA 482 shall be supplied to the Contracting Officer's Representative and become part of the contract file.

USE OF TECHNICAL REFERENCE FACILITY (APR 2005) (USAMRAA)

The contractor agrees to use, to the extent practical, the technical reference facilities of the Defense Technical Information Center (DTIC) for the purpose of surveying existing knowledge and avoiding needless duplication of scientific and engineering effort and the expenditure thereby represented. The DTIC headquarters office is located at 8725 John J. Kingman Road, Fort Belvoir, VA 22060-6218. Information can also be obtained via the Internet at <http://www.dtic.mil> or via the toll-free number for the DTIC help desk, 1-800-225-3842. To the extent practical, all other sources, whether or not Government controlled, should be consulted for the same purpose.

INVESTIGATING AND REPORTING POSSIBLE SCIENTIFIC MISCONDUCT (MAR 1999) (USAMRAA)

- a. "Misconduct" or "Misconduct in Science" is defined as fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scientific community for proposing, conducting or reporting research. It does not include honest error or honest differences in interpretations or judgments of data.
- b. Contractors shall foster a research environment that prevents misconduct in all research and that deals forthrightly with possible misconduct associated with research for which U.S. Army Medical Research and Materiel Command funds have been provided or requested.
- c. The contractor agrees to:
 - (1) Establish and keep current an administrative process to review, investigate, and report allegations of misconduct in science in connection with research conducted by the contractor;
 - (2) Comply with its own administrative process;
 - (3) Inform its scientific and administrative staff of the policies and procedures and the importance of compliance with those policies and procedures;
 - (4) Take immediate and appropriate action as soon as misconduct on the part of employees or persons within the organization's control is suspected or alleged; and
 - (5) Report to the Administrative Contracting Officer (ACO) a decision to initiate an investigation into possible scientific misconduct.
- d. The contractor is responsible for notifying the ACO of appropriate action taken if at any stage of an inquiry or investigation any of the following conditions exist:

- (1) An immediate health hazard is involved;
- (2) There is an immediate need to protect Federal funds or equipment;
- (3) A probability exists that the alleged incident will be reported publicly; or
- (4) There is a reasonable indication of possible criminal violation.

ARMY ELECTRONIC INVOICING INSTRUCTIONS (FEB 2006)

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

☒ Wide Area Workflow (WAWF) (see instructions below)

☐ Web Invoicing System (WInS)(<https://ecweb.dfas.mil>)

☐ American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats (<http://www.X12.org> and <http://www.dfas.mil/ecedi>)

☐ Other (please specify) _____

DFAS POC and Phone: _____

WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

WAWF Instructions

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) [Contracting Office fill in DFAS location here as indicated on your purchase order/contract] at [Contracting Office fill in DFAS vendor pay phone number here] or faxed to [Contracting Office fill in DFAS vendor pay fax phone number here]. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/money/vendor>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

TYPE OF DOCUMENT [Check the appropriate type)

☐ Commercial Item Financing

☐ Construction Invoice (Contractor Only)

☐ Invoice (Contractor Only)

☐ (Invoice and Receiving Report COMBO)

☒ Invoice as 2-in-1 (Services Only)

☐ Performance Based Payment (Government Only)

☐ Progress Payment (Government Only)

☐ Cost Voucher (Government Only)

☐ Receiving Report (Government Only)

☐ Receiving Report With Unique Identification (UID) Data (Government Only)

UID is a new globally unique “part identifier” containing data elements used to track DoD parts through their life cycle.

☐ Summary Cost Voucher (Government Only)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)

(a) Definitions. As used in this clause--

Computer database or database means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software--(1) Means (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

Limited rights means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

Limited rights data means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data, means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright--(1) Data first produced in the performance of this contract. (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor--

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except--

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings. (1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may--

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software. (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs

(b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall--

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)

(a) In addition to the data (as defined in the clause at 52.227-14, Rights in Data--General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The Rights in Data--General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data--General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

(End of clause)

52.232-25 PROMPT PAYMENT (OCT 2008)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g.,

52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

WWW.USAMRAA.ARMY.MIL

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

WWW.USAMRAA.ARMY.MIL

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DFARs (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARs (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS. (NOV 1995)

(a) Definitions. As used in this clause:

(1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) Detailed manufacturing or process data means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) Developed means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(9) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) Form, fit, and function data means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive

procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) Limited rights means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with-

-

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless-

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the

copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be Furnished With Restrictions \1/	Basis for Assertion \2/	Asserted Rights Category \3/	Name of Person Asserting Restrictions \4/
(LIST)	(LIST)	(LIST)	(LIST)

\1/ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such items, component, or process.

\2/ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\3/ Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\4/ Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers. (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

252.227-7020 RIGHTS IN SPECIAL WORKS (JUN 1995)

(a) Applicability. This clause applies to works first created, generated, or produced and required to be delivered under this contract.

(b) Definitions. As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Unlimited rights" means the rights to use, modify, reproduce, perform, display, release, or disclose a work in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(6) The term "works" includes computer data bases, computer software, or computer software documentation; literary, musical, choreographic, or dramatic compositions; pantomimes; pictorial, graphic, or sculptural compositions; motion pictures and other audiovisual compositions; sound recordings in any medium; or, items of similar nature.

(c) License rights.

(1) The Government shall have unlimited rights in works first produced, created, or generated and required to be delivered under this contract.

(2) When a work is first produced, created, or generated under this contract, and such work is required to be delivered under this contract, the Contractor shall assign copyright in those works to the Government. The Contractor, unless directed to the contrary by the Contracting Officer, shall place the following notice on such works: "<Copyright> (Year date of delivery) United States Government, as represented by the Secretary of (department). All rights reserved."

For phonorecords, the "<Copyright>" markings shall be replaced by a "P".

(3) The Contractor grants to the Government a royalty-free, world-wide, nonexclusive, irrevocable license to reproduce, prepare derivative works from, distribute, perform, or display, and to have or authorize others to do so, the Contractor's copyrighted works not first produced, created, or generated under this contract that have been incorporated into the works deliverable under this contract.

(d) Third party copyrighted data. The Contractor shall not incorporate, without the written approval of the Contracting Officer, any copyrighted works in the works to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license of the scope identified in paragraph (c)(3) of this clause and, prior to delivery of such works--

(1) Has affixed to the transmittal document a statement of the license rights obtained; or

(2) For computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer.

(e) Indemnification. The Contractor shall indemnify and save and hold harmless the Government, and its officers, agents and employees acting for the Government, against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, use,

modification, reproduction, release, performance, display, or disclosure of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in such works.

(f) Government-furnished information. Paragraphs (d) and (e) of this clause are not applicable to information furnished to the Contractor by the Government and incorporated in the works delivered under this contract.

(End of clause)

REPRESENTATIONS AND CERTIFICATIONS (MAR 1999) (USAMRAA)

The representations, certifications, and other statements submitted by the contractor, dated, are incorporated herein by reference.

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS

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INSTRUCTIONS TO OFFERORS

L.1 Proposal General Information

This is a new requirement. There is not an incumbent contractor. This is a full and open competitive acquisition for the award of a non-personal services, Firm Fixed Price Contract. Award will be made to the best overall proposal which is determined to be the best value to the Government. This will be accomplished by using the best value approach of subjectively evaluating non-priced factors, analyzing price, and possibly selecting for award other than the lowest-priced offer utilizing the trade-off process.

The Government intends to evaluate proposals and award a contract without discussions with offerors, except clarifications therefore all offers need to submit their best possible offer the first time when submitting their proposal. The Government reserves the right to conduct discussion if the Contracting Officer later determines them to be necessary; the Contracting Officer will provide proposal revision instruction to the Offeror, as required. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. All proposals shall be subject to evaluation by Government personnel who will evaluate only one proposal from each offeror.

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative via the e-mail address below on or before Wednesday, February 16th, 2011 by 12:00 p.m. EDT:

Name: Mr. Michael Vallone
E-Mail: michael.vallone@amedd.army.mil

The Government will answer all relevant and appropriate questions regarding this solicitation by posting an amendment to the solicitation. Questions not submitted electronically will not be answered. Offertory shall submit one set of questions only; multiple submissions will not be accepted.

L.2. Proposal Submission.

US Army Medical Research Acquisition Activity
ATTN: MCMR-AAA-W (Mr. Michael Vallone)
820 Chandler Street
Fort Detrick, MD 21702-5014
By 12:00 p.m. EDT, Friday March 4th, 2011

(NOTE: The Reception area to building 820 is no longer manned. Companies hand delivering proposals must utilize the telephone within the Reception area to contact Mr. Vallone @ X3-7146 or Ms. Karen Petrone @ X3-3590 for proposal receipt.)

Proposals are due Friday, March 4th, 2011 at 12:00 P.M. EDT.

Failure to submit all documents concurrently and in accordance with the instruction outlined in section L may render a proposal non-responsive.

Proposals shall be in 12-point Time New Roman font with margins no smaller than 1" on the top, bottom and sides.

Proposals shall be submitted in separate and complete volumes, so that evaluation may be accomplished independently of, and concurrently with, evaluation of the others.

In order to be considered for contract award, the Offeror shall submit

1. A Technical Proposal Volume I
2. A Business Proposal Volume II that shall contain the SF33, Provisions Requiring Offeror Completion, and Pricing.

1. Offertory are hereby notified that a proposal submitted that exceeds the 50 page limitation shall be evaluated only up to the 50th page. Any pages in excess of 50 will not be evaluated.

A. COVER PAGES: Each volume must have a cover page containing:

Volume number and title,
Solicitation number,
Offeror's name,
Offeror's policy on the release of information contained within the volume and an information summary as to any deviations or exceptions applicable to the Proposal Volume.

Cover pages are not included in the page limitation

B. TABLE OF CONTENTS: Each volume must include a Table of Contents, which indicates the page numbers of each section, figure, table or foldout. Table of contents are not included in the page limitation.

C. SECTIONAL DIVIDERS: If a volume has been divided into sections, dividers with tabs must be inserted between the sections, with each section starting on a new page. These dividers are not to be numbered and will not be included in the page limitation.

2. A page is defined as one side of a sheet, 8-1/2" X 11", with at least one inch margins on all sides, using not smaller than 12 point type, with the exception of tables and charts, for which not smaller than 8-point type may be used. Foldouts count as an equivalent number of 8-1/2" X 11" pages. The metric standard format most closely approximating the described standard 8-1/2" X 11" size may also be used.

3. Proposal Submission: The following matrix specifies the required number of copies of each proposal volume and the grouping of the volumes.

A. PLEASE PACKAGE AS FOLLOWS:

VOLUME TITLE	PAGE	NO. OF PAPER & CD COPIES
I TECHNICAL PROPOSAL	50 Page Limit	2 + 2 CD
II BUSINESS PROPOSAL	No Page Limit	2 + 2 CD

B. Proposals shall be submitted in a Microsoft 2000 (or newer) program on a Word compatible CD - The Offeror shall provide written documentation describing the contents of each CD and of each file. Offerors shall label the CD's for each volume as Original and Back-up.

C. PACKING: Each group, designated above, is to be packaged individually. This does not preclude packaging more than one or all groups in a single overall package. Mark the group number(s) on the outside of the individual packages.

4. If final proposal revisions are requested, separate page limitations and color of paper will be specified in the Government's request for that submission.

Technical Proposal - Volume I

1. There is a maximum page limitation of 50 pages for the Technical Proposal. No Pricing Data or pages shall be included in the Technical Proposal. Resumes, Letters of Intent, and Contractor's Plans (Draft or Final) required with the proposal are not included in the page count if excluded from the technical proposal as an attachment or appendix.

2. Combined plans or any other documents submitted as duplicative data shall be cross-referenced from the requirement to the inclusion location in the proposal. Duplicative documents are not required. A recommended procedure would be for the Contractor's Technical Proposal to address each of the services required by the RFP and PWS sequentially by Section, paragraph number, subparagraph number, and sub-subparagraph number, as applicable, in sufficient details for the Government to determine whether the proposal satisfactorily meets the minimum requirements of the RFP and the PWS.

3. Proposal Clarity-- You shall ensure that your price proposal is consistent with your technical proposal in all respects, since the price proposal may be used as an aid to determine the Offeror's understanding of the technical requirements. Discrepancies may be viewed as a lack of understanding.

Business Proposal - Volume II

1. The business proposal has no page limit and shall be submitted separately from the technical proposal.

2. Proposal information shall include the following:

Business proposals shall include:

(i) Completed Standard Form (SF) 33 Solicitation/Contract/Order for Non Commercial Items)

(ii) Completed Attachment #1 (Schedule of Prices and Costs)

(iii) Completed Provisions and Clauses (NOTE: Should the Offeror take exception to any Provision or Clause contained within the RFP, the exception must be documented in a Summary of Exceptions which is included with the proposal submission.

(iv) Narrative describing performance and other risks assessed, judgmental factors applied and assumptions made in preparing the proposal.

3. The offeror must provide paper and CD copies of the complete price proposal with sufficient data to allow evaluation of the proposed costs and prices for realism and tracking to the offerors organizational structure and procedures to control cost and prices, schedule technical and security risks. The data shall also outline mitigation procedures for the risks. This information is required in order to assure compliance with Wage Determinations and to determine that proposed rates are fair, reasonable and realistic.

4. Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

5. Late submissions, modifications, revisions, and withdrawals of offers:

A. Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation.

B. Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(iii) If this solicitation is a request for proposals, it was the only proposal received. However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(vi) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

6. Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

7. Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun

and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

8. Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

9. Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

A. The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

B. The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

C. The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

D. A summary of the rationale for award;

E. For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

F. Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

Section M - Evaluation Factors for Award

EVALUATION FACTORS

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1. It is the Contracting Officer's intention to award without discussion. However, the Contracting Officer reserves the right to conduct negotiations if it is determined to be most advantageous to the Government. Therefore, the contractor's initial proposal should present their best approach to the three non-price factors and their best price. If the Contracting Officer determines an excessive number of proposals to be in the competitive range, the competitive range may be limited to those proposals determined to have the best chance for selection as the best value to the Government.

2. The Government shall award a Firm Fixed Price (FFP) Performance Based Non Commercial Service contract to the responsible Offeror whose proposal is determined to be the best value to the Government using the trade-off analysis among non-price factors and price. The Government may elect to award to other than the lowest priced offeror, or other than the offeror with the highest rated non-price proposal. In either case, a trade-off analysis shall be conducted. Proposals shall be evaluated on the following three non-price factors in descending order of importance:

- Factor 1 - Technical Approach
- Factor 2 - Personnel Qualifications
- Factor 3 - Past Performance

A. Offerors are expected to submit sufficient information in response to the solicitation to allow for the evaluation of their proposal. Government evaluators will not assume the offeror possesses any capability or knowledge unless it is specified in the proposal.

B. If any of the above non-price factors receives an individual rating of "Unacceptable", the Offeror's proposal will be deemed "Unacceptable" and removed from further consideration.

C. Only proposals receiving an overall rating of "Acceptable" or higher on the non-price factors will be considered for award.

D. Price shall be evaluated independently and is of least importance.

E. An analysis of the price proposal shall be conducted by the Contract Specialist to determine price reasonableness and price realism in accordance with FAR 15.305(a)(1). No adjectival rating will be applied to the price factor of this evaluation.

F. As the collective non-price factors begin to reach equality in the evaluation, price becomes a more important factor in the trade-off analysis.

G. Proposals that are unrealistic in terms of technical or schedule commitments or unrealistically high or low in price may be deemed reflective of an inherent lack of technical competence or indicative of the offeror's failure to comprehend the complexity and risks of the contract requirements and may be grounds for rejection of the proposal.

H. Stating that you understand and will comply with the requirements of each non-price factor, or paraphrasing the requirements of each non-price factor is inadequate, as are phrases such as "Standard procedures will be employed" and "Well-known techniques will be used."

I. Factor 1 - Technical Approach: The Offeror must address this item in sufficient detail to evidence an understanding of the requirement and identify their plan and approach to meet key performance requirements.

A. The Offeror shall provide a narrative that addresses its programmatic approach to carrying out the objectives of the contract. The narrative shall expand on all of the functions in the PWS to show that the Offeror fully understands the technical requirement and magnitude of the work to be performed.

B. The narrative shall provide the Offeror's technical approach and plan to be utilized in meeting the key performance requirements outlined in the PWS, including a full explanation of proposed techniques and procedures. This narrative must be specific and detailed, and it must include the rationale behind the proposed approach. The narrative shall demonstrate the Offeror's breadth of expertise in the ability to address issues in varying technical areas during the life of the contract.

J. Factor 2 - Personnel Qualifications: Key Personnel identified for this requirement are as follows: Principal Investigator/PHD Statistician. The Offeror shall provide a Resume and a Letter of Intent for this Key Personnel. Consideration shall be given to the extent of the qualifications, capabilities, and experience of the Key Personnel and identified staffing; the extent to which the offeror has demonstrated their ability to attract and retain high quality staff and provide personnel who meet the qualifications listed in the PWS; and the extent to which the offeror has demonstrated the level of knowledge, skills, abilities and experience of the personnel they are able to provide to meet the requirements of this contract.

K. Factor 3 - Past Performance: The Past Performance Questionnaire shall be used for evaluation in addition to the Offeror's input regarding past performance.

i. The Offeror shall provide a minimum of two and not to exceed three past performance references. The Government will assess the quality, relevancy, and recency of the Offeror's past performance on projects of similar size, scope, and complexity within similar periods of performance as it relates to the probability of successful accomplishment of the required effort.

ii. The Offeror shall detail in narrative form all contracts performed in the past 5 years that are similar in size, scope and complexity to the requirements as that contained in this solicitation. Describe the work performed and why it is relevant to the solicitation.

iii. Furnish, as part of the narrative, the following information for the required contracts or subcontracts relevant in size, scope and complexity to Government's requirements:

(a) Customer's name, address and current telephone number of both the lead contractual and technical persons.

(b) Contract number, type and total original and present or final contract value.

(c) Date of contract, place(s) of performance and delivery dates or period of performance.

(d) Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable as set forth above.

(e) Method of acquisition: competitive or noncompetitive.

(f) Nature of award: initial or follow-on.

(g) Discuss any major technical problems and how they were overcome. List major deviations or waivers to technical requirements granted by the customer.

(h) Whether delivery was on time and, if not, why; adherence to program schedules, incentive performance (e.g., schedule and technical) history, if applicable.

(i) Cost and Price management history, cost overruns and under runs, and cost and price increase modifications and their reasons, if applicable.

(j) List any contracts cancelled or terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address and telephone number of the terminating officer. Include contracts that were "descoped" by the customer because of performance or cost problems.

(k) Average number of personnel on the contract per year and percent turnover of personnel per year.

iv. The information requested above is anticipated to be sufficient for purposes of the evaluation of past performance. However, Offerors may submit additional information at their discretion if they consider such information necessary to establish a record of relevant past performance. Refer to FAR 15.305(a) (iii).

v. The Government reserves the right to consider past performance information not provided by the Offeror including other references known to the Government and examination of Government past performance databases.

vi. In the event an offeror does not possess a record of relevant past performance or for whom there is no information on past performance available, the offeror may not be evaluated favorably or unfavorably. In this case, the offeror will receive an evaluation rating of neutral for past performance.

vii. If you propose to use subcontractors (or teaming arrangements) to perform major or critical aspects of this requirement, provide the above information on each of the subcontractors or team members as available.

3. Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

4. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.